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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA, MISSOULA DIVISION

<p>GREG JOHNSON d/b/a POINT OF ROCKS RESTAURANT,</p> <p>Plaintiff,</p> <p>vs.</p> <p>REZATTO 3, INC., d/b/a REVO INSURANCE ALLIANCE and REZATTO GROUP, and JOHN DOES 1-10,</p> <p>Defendants.</p>	<p>Cause No. CV-_____</p> <p>COMPLAINT AND JURY DEMAND</p>
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Plaintiff Greg Johnson d/b/a Point of Rocks Restaurant, by and through his counsel of record, HENNING, RUTZ & McCORMACK, P.L.L.C., now complains and alleges against REZATTO 3, INC., d/b/a REVO INSURANCE ALLIANCE and REZATTO GROUP and John Does 1-10 as follows:

JURISDICTION

1. Jurisdiction is founded on diversity of citizenship, 28 U.S.C. §1332. Plaintiff and Defendants are citizens of different states, as alleged below. The amount in controversy exceeds \$75,000 exclusive of costs, interest and attorney fees.

PARTIES AND GENERAL ALLEGATIONS

2. Plaintiff is a citizen of Olney, Montana.
3. Defendant Rezatto 3, Inc. d/b/a Revo Insurance Alliance and Rezatto Group, are South Dakota companies which do business under the name Revo and/or Revo Insurance Alliance (hereafter all collectively referred to as “Revo”).
4. Revo’s principal business address is 1638 Mel Ros Drive, Aberdeen, South Dakota 57401. At all times relevant hereto, Revo did business in Montana.
5. John Does 1-10 are other persons or entities which are residents of states other than Montana, which may be liable for Johnson’s losses as alleged herein but are unknown at this time.
6. The claims which give rise to this action occurred in Montana.

COUNT ONE (Negligence)

7. At all times relevant hereto, Greg Johnson (“Johnson”) was the owner of the Point of Rocks Restaurant in Olney, Montana.
8. The facility included a restaurant as well as the attached Johnson family home, hereafter referred to as the “Property.”

9. Sometime prior to February 12, 2020, a Revo agent contacted Johnson to solicit Johnson's business to purchase an insurance policy on the Property through Revo. Johnson told the agent that the property included a 5,500 sq. ft. restaurant connected to a 2400 sq. ft. home under the same roof.
10. Revo did not conduct an appropriate investigation of the Property.
11. Revo wrote a policy of insurance with the following limits: Building - \$460,000.00, Business Personal Property - \$75,000.00, and Income/Extra Expenses - \$198,000.00. Revo did not include the residential portion of the realty or Greg's family's personal property.
12. Revo wrote the policy with Great Bear Insurance Company.
13. The reasonable value of the real and personal property was actually substantially higher than the policy amount. Revo was negligent in not properly investigating, inspecting, evaluating, and underwriting the Johnson property.
14. If Revo had properly performed its responsibilities, the property would have been fully insured.
15. On March 24, 2020, a fire occurred at the Property, completely destroying the structure.
16. The policy written by Revo through Golden Bear Insurance Company paid the policy limits amount of \$460,000 for the bar/restaurant portion of the

realty. The actual loss for the bar/restaurant portion was \$911,948, a difference of \$451,948. Revo underinsured the bar/restaurant portion of the realty in the amount of \$451,948. Furthermore, Revo completely failed to insure the residential portion of the real estate which also contained the family's personal possessions. The actual loss for the residential portion of the real estate was \$271,000. The actual loss for the family's personal possessions was \$133,900. In total, the property and possessions were uninsured/underinsured for the amount of \$856,848.

17. Because the insurance was inadequate on the real and personal property, Greg had to sell the land to pay the mortgage on the realty. Greg lost much of his life's work, his family home, the family's personal property, and a large part of his self-worth. The reasonable value of these additional damages are at least an additional \$857,000.
18. The total losses due to Defendants' negligence are at least \$1,713,848.

PRAYER

WHEREFORE, Plaintiff prays for judgment against the Defendants for the sum of at least \$1,713,848.00, costs, interest, and attorney's fees and such further relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff hereby demands trial by jury.

DATED June 2, 2021.

Respectfully Submitted,

/s/ Lee C. Henning

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